

**CITY OF KNOXVILLE**

**REQUEST FOR PROPOSALS**

**Comprehensive Banking Services**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
October 19, 2017**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**Table of Contents**

<b>Item</b>	<b>Page Number</b>
Statement of Intent .....	3
RFP Timeline .....	3
Background .....	3
General Conditions .....	4
Scope of Service .....	6
Contract Requirements.....	28
Instructions to Submitting Entities .....	36
Evaluation Criteria .....	38
Submission Forms.....	40
Attachment A Treasury Account Management Structure.....	55
Attachment B Summarized Account Analysis Statement Monthly Volume Data .....	56
Attachment C City of Knoxville Code of Ordinances Section 2.576.....	60
Attachment D Current Month Analysis Statement .....	62

**City of Knoxville  
Request for Proposals  
Comprehensive Banking Services**

**I. Statement of Intent**

The City of Knoxville is requesting proposals from responsible firms or teams to provide Comprehensive Banking Services. Services to be provided under this agreement include maintenance of a cash concentration account with various controlled disbursement accounts, reconciliation services, ACH, wire and EDI services, electronic balance reporting, merchant credit and debit card services, and procurement cards. The selected institution may also offer new services for the City’s consideration and other banking services as needed on a fee basis.

It is the intent of the City to award the winning proposer a Contract for a three-year term to begin upon approval and execution by the City. The Contract may, by written, mutual agreement of the parties, be extended for two additional one-year terms.

**IMPORTANT NOTICE: A pre-proposal conference will be held on September 28, 2017, at 10:00 a.m. at the City County Building, Room 584, 400 W. Main Street, Knoxville, TN 37902.**

**II. RFP Time Line**

Availability of RFP .....	September 18, 2017
Pre-proposal conference.....	September 28, 2017
Deadline for questions to be submitted in writing to the Purchasing Agent .....	October 6, 2017
<b>Proposals Due Date .....</b>	<b>October 19, 2017</b>

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. Background**

The City of Knoxville’s Finance Department desires a bank to supply the wide-range of required banking services needed to support the City. The City currently requires maintenance of a cash concentration account with various controlled disbursement accounts, reconciliation services, ACH, wire, and EDI service, electronic balance reporting, merchant credit and debit card services, and procurement cards. The City also is considering the use of increased marketing for direct deposit for payroll, increased use of ACH and EDI for both payables and receivables, and increased use of imaging.

While it is our intent to have one bank provide all services, it is possible that the City may award separate contracts for distinct services.

The City's average daily ledger balance, average monthly credits total, and average monthly debits total for the period of July 2016 through June 2016 are as follows:

Daily average ledger balance: \$1,791,267

Monthly average total of all credits: \$45,433,108

Monthly average total of all debits: \$45,208,623

#### **IV. General Conditions**

4.1 The following data is intended to form the basis for submission of proposals to provide Comprehensive Banking Services for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on October 6, 2017.** Questions can be submitted by letter, fax (865-215-2277), or email to [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated

agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

## **V. Scope of Service**

The purpose of this Request for Proposals (RFP) is to contract with a responsible firm to provide the City of Knoxville with comprehensive banking services. To be considered, proposers must meet and provide evidence of that 1) the institution is insured by the Federal Deposit Insurance Corporation (FDIC) and/or the Federal Savings and Loan Insurance Corporation (FSLIC), 2) must provide local over-the-counter service or have a correspondent bank within the Knoxville City limits, and 3) must be a banking corporation (or syndicate of banking corporations) incorporated under the law of the State of Tennessee or of the United States.

Proposers must respond to each and all proposal requirements. All proposers must provide a list with current contract information for at least five current customers, including at least one local government entity with comparable processing volumes if available. Select a mix of long-standing and recent customers.

Please respond to each service requirement below with a confirmation response and a description of how your firm meets the requirement. If your firm does not offer the required service, please supply a “not available” (N/A) response.

### **5.1 Cash Concentration/Controlled Disbursements**

The City currently operates a cash concentration account plus three zero-balance controlled disbursement accounts. Deposits may be made directly to the cash concentration account by City personnel or designated representative, armored service, wire transfer or ACH transfers. The cash concentration account shall automatically fund a number of accounts including but not limited to a Payroll Fund Clearing Account, a Voucher Fund Clearing Account, and a Knoxville Area Transit payroll account each day. It is possible that the City may add or subtract accounts during the course of the contract.

The City uses controlled disbursement to determine and fund daily check clearings. It is necessary that balance reporting for all accounts be computerized to allow the Treasurer's Office to access balance and transaction data electronically no later than 10:00 a.m. (EST/EDT) daily. Any monies in excess of clearing needs (where applicable) will be invested. Any overdrafts in the accounts will be corrected on the next business day by transfer/deposit of a sum sufficient to cover the deficit. The availability of account inquiry capability, ACH and wire transfer origination, and stop payment/check cancellation via the computer is required.

The Payroll Clearing Account will be a controlled disbursement account. This account will be funded each day automatically from the General Fund Account for total payroll check clearings for that day. The estimated average daily clearing amount for the Payroll Fund Clearing Account is \$125,000. The City issues approximately 75 payroll checks and approximately 3,600 direct deposit items each month for a combined monthly total amount of approximately \$3,820,000. The City intends to make the related weekly Federal Tax Deposit for withheld income via an ACH credit using the IRS Electronic File Transport Protocol System (EFTPS) with the selected successful proposer. The successful proposer will be expected to have capability to receive payroll direct deposit data via telecom link each week for transmission/dispatch to the Federal

Reserve Bank System for distribution posting to employee accounts at various institutions. The successful proposer will also be required to run positive pay on the payroll fund clearing account.

The Voucher Clearing Account will also be a controlled disbursement account. The ready availability of the clearing total would allow for additional deposit(s) to be made to the General Fund Account to cover clearings for that day. The estimated average monthly amount of all voucher checks issued is \$9,141,000, and approximately 1,200 checks are issued monthly. The average daily clearing amount for the account is \$304,000.

The City currently uses payee positive pay services for its Payroll and Voucher accounts and may expand this to other accounts in the future. The proposing bank(s) must be able to provide positive pay services.

The Knoxville Area Transit (KAT) Payroll Account will also be a controlled disbursement account. Data transmission of payroll information is done by a third-party vendor. Partial reconciliation services are used for the KAT Payroll account. The estimated average daily clearing amount for this account is \$31,600.

a) What is the average lead time to open a controlled disbursement account? Does this lead time differ for accounts with partial versus full reconciliation? How about accounts with positive pay? What are factors which may impact lead times?

b) Where geographically will our disbursement accounts be located?

c) If the contact for controlled disbursement is non-local, will access be via a toll-free number?

d) What percentage of items is received at:

1st Presentment?

2nd Presentment?

e) What is the cut-off time for local clearinghouse presentments?

f) What is the published daily deadline to notify customers of their daily clearings?

g) How will the customer be notified if the daily notification will be delayed?

h) Discuss how the bank handles items presented after the company is notified of its total daily clearings.

1) Are these items posted against the account, or held over and included with the next day's first presentment?

2) If these items are held over, discuss whether the bank charges for the held over items and, if so, how the charge is calculated.

i) Describe your rules, including time restrictions, for accepting same-day ACH settlements, especially for ACH debits initiated by outside parties.

- j) List all days—other than Federal Reserve holidays—on which the disbursing location will be closed or will not receive cash letters.
- k) Will the customer be able to initiate ACH debits and/or credits from the proposed controlled disbursement accounts?
- l) Can third-party ACH debits be initiated against the controlled disbursement accounts? Can the bank block the posting of unauthorized ACH debits?
- m) What is the cutoff time each day for ACH debits and credits to post to the City’s accounts?
- n) Does the bank have an established maximum dollar-value limit that may not be exceeded by an individual check (other than the 10-digit MICR limit)?
  - 1) If yes, what is the maximum?
  - 2) Please explain any other restrictions regarding individual check amounts.
- o) Discuss the bank’s policies and procedures for processing stale-dated items. If the company uses positive pay, will the City be notified of stale-dated items?
- p) What information is available daily for clearings (check number, amount, etc.)?
- q) Does notification of daily clearings (or funding requirements) include both check and ACH debits? If yes, are ACH totals reported separately?

## **5.2 Positive Pay**

- a) Discuss the bank’s positive pay service, i.e., describe the matches that are performed including payee, amount, date, etc.
- b) Do your pospay reports include “paid not issued” PNI checks?
- c) Does the bank offer a daily service whereby it can provide the City with a daily notification of all “paid not issued” (PNI) checks?
- d) How are pospay reports delivered? Are pospay reports integrated with the bank’s balance reporting system? Can pospay reports be scheduled?
- e) Are MICR errors/misreads deleted from the pospay report prior to the report being sent?
- f) Can check copies be integrated with the pospay report? If yes, how are the check copies delivered?
- g) What is the bank’s daily deadline for notifying the City of pospay exceptions?
- h) When is the cutoff time for the City to submit pay/return decisions on pospay items?
- i) In the event that the bank does not receive the City’s pay/return decision response by the stated



deadline, is the default disposition set by the bank or by the City? If the bank sets it, what is the default disposition (e.g., pay, return, other)?

j) Are approved pospay items automatically added to the issue file for account reconciliation purposes?

k) How does the City transmit data on issued checks to the bank each day?

l) What is the daily deadline for the transmission of the City's check issuance files to the bank?

) Are cashed checks verified against the issue file at the point of redemption, i.e., by your bank's teller? If no, what is the process for verifying cashed checks?

m

### 5.3 Account Reconciliation

The City currently uses both full and partial reconciliation services as noted in Section 5.1

a) Does the bank offer both full and partial account reconciliation plans? Please provide sample reports.

b) Can the City specify a cut-off date for ARP reports? If not, what dates are these reports available?

c) Can the City specify a cut-off date for bank statements? If not, what dates are statements available?

d) For partial reconciliation, within how many days after the cutoff date will the following be sent?

- 1) Bank statements
- 2) Canceled checks (or CD-ROM containing images)
- 3) Reconciliation information

e) For full reconciliation, within how many days after the cutoff date will the following be sent?

- 1) Bank statements
- 2) Canceled checks (or CD-ROM containing images)
- 3) Reconciliation information

f) What is the bank's cut-off time for:

- 1) Receiving issued check files (for full reconciliation)?
- 2) Receiving additions and deletions (for full reconciliation)?
- 3) Transmitting paid check files (for partial reconciliation)?
- 4) Transmitting reconciled check files (for full reconciliation)?

g) If check truncation is used, how long will you retain the physical checks? How long are check

images retained?

h) Explain whether images of checks can be requested online. If yes, how are they delivered (fax, PC, Internet, other) and is there a fee?

i) What is the turnaround time to receive:

- 1) A copy or image of a check?
- 2) The original check?

j) Can stop payments be placed online?

k) What is the deadline for same-day stop payments?

l) Can the customer verify in real-time whether a check has been paid before placing a stop payment?

m) How long can a stop remain in effect?

n) Can the stop period be extended?

o) Can you request stop payments for a range of checks? If so, are there limits on the range?

#### **5.4 Depository Services**

Depository services are required for the general concentration account. Types of deposits include checks (via both traditional and remote deposit), currency, coin, wire transfer, and ACH deposits. ACH deposits may also be used in some of the controlled disbursement accounts.

The City deposits checks remotely using a desktop scanner at its Revenue Collection office and at its Municipal Court. This service is also under consideration for other locations. The proposing bank must have remote deposit capability for checks. Compatibility with a Digital Check TS240 scanner is strongly preferred.

a) What is the cut-off time to ensure same day ledger credit for deposited items?

- 1) Address any differences for vault, commercial, ATM, remote, and branch deposits.
- 2) Discuss any differences for cash versus checks, drafts, etc.
- 3) Are there any options that might affect this cut-off time (e.g., provisional credit, delayed verification)?

b) Are there any benefits or requirements for separating cash and checks in two deposit bags?

c) Do you require that checks and currency be on separate deposit tickets?

d) What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?

- e) Do you require that cash be deposited in standard straps only? Is there a penalty for depositing non-standard straps? Are straps provided by the bank at no charge?
- f) Provide an availability schedule for deposited checks.
- 1) How do you determine and calculate availability of deposited items?
  - 2) Do you give immediate availability for on-us items?
  - 3) Do you calculate availability by item or formula?
  - 4) Do you use a standard schedule or accelerated schedule? How often is it updated?
  - 5) Is the schedule flexible? For example, can accommodations be made for high volume accounts or pre-encoded checks?
- g) Does the customer order deposit tickets and other supplies through the bank or directly from a separate vendor? How are the charges handled?
- h) Do you accept deposit tickets from a third-party printer? If so, what specifications must be followed?
- i) Can deposit tickets contain an auxiliary MICR field for the City's multiple locations and/or transaction information? What is the maximum number of usable digits?
- j) How many copies of each deposit ticket does the bank require?
- k) What types of deposit bags do you allow/require?
- 1) How are these bags obtained?
  - 2) What are the fees for these bags?
- l) Does the bank identify and adjust all deposit amount discrepancies?
- 1) If no, at what dollar amount do you write off discrepancies?
  - 2) Do you adjust the deposit amount or process an adjusting debit or credit?
  - 3) What is the standard procedure for reporting deposit adjustments and what additional options are available (e.g., electronic reporting with location ID attached, adjustment reports provided to multiple locations, etc.)?
  - 4) What information can you provide to the City regarding a deposit adjustment (deposit bag number, denomination breakdown, etc.)?
  - 5) Describe any fees related to adjustment processing.
- m) What is the bank's policy on the receipt of tampered bags?
- n) If counterfeit bills are discovered, what is your notification and adjustment process?
- o) Describe security at the cash vault center. What fraud prevention procedures are in place?

- p) Can returned items be automatically re-deposited? If so, how many times?
- 1) Is this service optional by location?
  - 2) Can copies of all re-deposited return items be provided to the depositing location or a central office? If so, within what time frame is this done?
  - 3) Provide information about the bank's re-presented check entry (RCK) program.
  - 4) Does the bank outsource its return item processing?
  - 5) Do return items show up as individual items on daily bank reports, or as one lump sum each day?
- q) Provide the bank's standard return item and re-clear processing instructions. List any options that are available.
- r) Does the bank refuse return items not sent through the system within a particular time frame? If so, what is this time frame?
- s) Do you assign float to return items? If so, how much float is assigned?
- t) Does your deposit reporting service show electronic transactions (merchant card deposits, ATM deposits, ACH, wire, etc.), along with paper check deposits?
- u) Provide a list of all transaction types reported in aggregate (i.e., without descriptions).
- v) Can the customer specify a cut-off date for statements and/or paper reports? Is there a cost for a special cut-off?
- w) Is there a dedicated point of contact within the bank for specific questions regarding reconciliation reporting issues?
- x) How many branches do you have in Knoxville? How many ATM machines do you have in the area?

## **5.5 Vault**

- a) The City has, on occasion, the need to withdraw large amounts of cash. Are there restrictions on the amount of cash that can be withdrawn at one time? If yes, how much can be withdrawn?
- b) How far in advance must the bank be notified for the City to withdraw cash? How does this lead-time vary based on the amount requested?
- c) How far away is your vault from the downtown area? Is the vault available to our armored car service on a daily basis (M-F)? Does the vault fax deposit notifications to its customers?
- d) Is there a dedicated point of contact within the vault for specific questions or issues regarding

vault deposits?

e) Do you have a prepared document concerning vault deposit requirements (ex. Bag types, labels, etc.)

## **5.6 Wire Transfer**

Wire transfer and ACH services are required for the City's general concentration account, and availability of ACH services is necessary for the controlled disbursement accounts. Also, the City is interested in expanding the volume of vendor payments that it makes electronically.

Briefly describe all wire transfer initiation products currently supported by the bank. Indicate which product is recommended for the City.

- a) Can ACH payments be initiated through the wire transfer initiation screens?
- b) Describe the process for canceling a wire transfer:
  - 1) Can a wire be canceled via bank software or must the City contact the bank?
  - 2) What is the deadline for receipt of an instruction to guarantee cancellation of a wire transfer?
  - 3) What is the deadline for best efforts cancellation of a wire transfer?
  - 4) What is the process for retrieval of funds?
  - 5) Is there a charge for canceling a wire transfer?
- c) What is the cut-off time for incoming domestic wire transfers to receive same day credit?
- d) Describe the bank's procedure for providing payment confirmation information (e.g. reference numbers) upon acceptance and execution of payment orders, including the availability time and method of delivery for:
  - 1) Internal confirmation/sequence number
  - 2) Federal Reserve reference number
- e) Does the bank offer standard and custom confirmation, rejection, and processed reports? Please provide sample reports or screenshots.
- f) How is the status of transfers tracked by the customer once the transfer is in the system (input, approval, release)? How does this differ for telephone initiated wire transfers?
- g) What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the City?

- h) Does the bank's wire transfer system have the capability of warehousing instructions for future value dated wire transactions? If so, what are the limitations and fees? How far in advance may wire transfers be set up? Is the warehouse function limited to certain types of wire transfers and/or certain types of initiation methods? Explain.
- i) Is it possible to cancel a previously warehoused wire transfer request before its value date? What if it has already been approved and released by the City?
- j) At what time are future-value-dated wires executed on the value date? Can a specific execution/release time be specified by the City?
- k) Does the bank have an online repetitive wire transfer setup function? If so, describe.
  - 1) Can the City structure a new repetitive wire transfer number online without relying on an exchange of paper documents with the bank?
  - 2) Can the City assign its own transfer numbers or names?
  - 3) Can the City require dual approval of non-repetitive wire transfers while not requiring dual approval on repetitive wires?
- l) Describe in detail the procedure to initiate and approve wire transfers via telephone.
- m) Are repetitive transfer templates stored on the City's computers or the bank's system? Can the templates be stored on both? Explain.
- n) What are the bank's repair rates for incoming and outgoing wires?
- o) Under what circumstances do incoming and outgoing wires require repair?
- p) When and how is the customer notified of wire transfer repairs?
- q) Does the bank require the customer to submit written inquiries for resolution of wire transfer discrepancies? Describe inquiry options.

## **5.7 ACH Services**

The City of Knoxville is exploring ways to reduce the number of vendor payments made via paper check and increase those payments made by ACH. Does the bank have a program that encourages vendors to accept ACH rather than check payments? If so, describe the program in detail. Also, list the details of pricing for the program in the Price Proposal

section of this RFP.

- a) What are the bank's cutoff times for customer initiation of ACH transactions? Describe the bank's rules regarding late transmissions of files.

- b) How will the bank provide the City with customer and bank trace numbers for each ACH transaction?
- c) Can ACH transactions be made from/posted to a controlled disbursement account that is also used for checks? If so, list the types of ACH transactions that are permitted and those not permitted.
- d) Describe the procedures for setting up the company's originator or "point" name. Can originator information be entered online by the City or does written notice have to be provided to the bank? Are multiple originator or "point" names allowed in your structure for one customer?
- e) What controls are in place to protect against lost files and duplicate transmissions? How and when is the company notified of a duplicate file?
- f) Does the bank provide automatic file receipt acknowledgments? If so, how does the bank provide these? What information is included in the acknowledgements?
- g) For differences noted during the confirmation process, how is the customer notified?
- h) What is the bank's maximum retention period for future-dated ACH transactions?
- i) How does the bank handle file, batch, and item reversals and deletions?
  - 1) What are the deadlines for reversing or deleting a file, batch, and item respectively?
  - 2) Describe the process for reversing and deleting files, batches, and items. Are reversed amounts credited to the City of a provisional basis?
  - 3) What security procedures are used? Do you provide standard request forms?
  - 4) How is the customer notified?
- j) Discuss the methods available to the City (e.g., phone, fax, Internet) to communicate with the bank regarding modifications, reversals and deletions of files, batches, or items.
- k) Does the bank accept both debits and credits on the same file? If so, are there any additional requirements or limitations?
  - l) Describe the bank's ACH return process and how the City is notified. When will returned funds be posted to the City's account? Describe reporting methods in the Information Reporting section of this RFP.
- m) Discuss any technologies or processes used by the bank to minimize returns of outgoing or incoming ACH transactions.
- n) Describe the security levels that are available, including whether security levels can be set by user, account, dollar amount, and type of transaction. By what method(s) and how quickly can these security levels be changed?

- o) Can the City build a database of ACH templates within the bank's software? Is there a charge for this capability?
- p) Is the bank able to provide the City with information contained in ACH addenda records and electronic data interchange (EDI) transactions? If so, discuss how the information is reported and provide a sample of each reporting option.
- q) On what day (e.g., origination date, settlement date) and at what time of day would the City be required to fund ACH transactions drawn from its account?
- r) What time and day will the City receive availability for ACH collections?
- s) Does the bank offer a service to protect our accounts from unauthorized debits? If so, please answer the following:
  - 1) Can the City authorize specific entities to debit an account, or does the service block all incoming ACH debits?
  - 2) If specific entities can be authorized, how quickly can an authorized ACH debit originator be added or deleted? Can this be done through the bank's software or must the bank be contacted
- t) Can ACH debits be matched to an issue reconciliation file before authorizing them for payment? Can you selectively accept ACH debits only from originators authorized by us?
  - 1) How are such authorizations set up?
  - 2) Can you ensure that originators do not charge our account for more than we have authorized?

## **5.8 Merchant Card Services**

The City currently uses merchant card services for eight locations: the Car Pound, City Court, Inspections, Engineering, Knoxville Area Transit, Parking Meters, Code Enforcement and the Transit Station. In addition, the City operates an ice-skating rink from Thanksgiving through New Year's Day that accepts credit cards. The collections for the 2015-2016 season were approximately \$68,000.00 from about 3,200 discrete transactions.

Credit card collections for Property Tax and City Court are currently processed through Internet-based companies. The City's Departments in general use multiple vendors for credit card collections, however the City would like to reduce that down to a single provider.

In the future, the City is interested in utilizing the selected bank as the credit card web based merchant provider for all the departments in the City. If selected, the bank should be able to provide daily reports that include current funding reports, transaction reports, etc. The City should be able to generate reports based on credit card number, date, location, etc. All reports must be available in both .pdf and .xls formats.

The bank must be able to provide an electronic monthly summary report summarizing the



activity for all the City Department's by merchant location, with monthly sales, transaction counts and a breakdown of the transactions by all card types. It should also include the number of monthly authorizations, PIN debits, and any other transaction services fees by category.

Approximate monthly averages of transaction volumes by location are provided in the table below (data from July 2015 through June 2016). Locations that began accepting credit cards at later dates are noted separately and the available data is somewhat limited.

	<b>Code Enforcement – March '17</b>	<b>Transfer Station Sept '16-Feb '17</b>	<b>New Parking Meters Aug '16-Feb '17</b>	<b>Eng.</b>	<b>Inspec.</b>	<b>Car Pound</b>	<b>KAT</b>	<b>Overall Averages</b>
<b>Dollars</b>	\$468	\$4,500	\$20,703	\$1,868	\$79,387	\$20,981	\$13,381	<b>\$141,288</b>
<b>Sales</b>	4	225	12,271	18	484	136	383	<b>13,521</b>

Average monthly volumes by card brand name are listed in the following table:

	<b>Visa</b>	<b>MasterCard</b>	<b>Discover</b>	<b>American Express (Parking Meters only)</b>
<b>Dollars</b>	\$141,901	\$52,195	\$3,015	\$2,540
<b>Sales</b>	11,476	3612	337	1251
<b>\$/Sale</b>	\$12	\$14	\$8	\$2

- a) What are the procedures to reverse an incorrect transaction at a terminal?
- b) What is the latest time that sales transactions can be transmitted to meet settlement times?
- c) Is settlement made by ACH or wire?
- d) The City has multiple locations that accept credit cards. Are settlement amounts listed separately by date and location on the bank statement or will they appear as one lump sum?
- e) Describe your debit card processing capabilities. Which networks can you use?
- f) Can you automatically program a debit card transaction to the lowest cost network?
- g) Describe the dispute process and procedures for both cardholders and the City.
- h) Does your processing system identify and eliminate duplicate transactions?
- i) What are the procedures to correct duplicate transactions?
- j) Are there limitations on the number of transactions contained in a batch? Processed daily?

- k) How often are updates performed and what, if any, is the typical service interruption period?
- l) Describe other reports available to the merchant and how often they are available.
- m) Describe the merchant implementation process (i.e., steps in the process of bringing a merchant into production) and the normal time frame for implementation.
- n) Provide a price schedule for the merchant card services described in this section. Include any one-time or set up charges, research fees and all other fees that will or could be charged (e.g., interchange rates by location, regular and ad hoc reporting costs). Define and list transaction fees for authorization, settlement, network, communications and any other fees.

**5.9 Purchasing Cards**

The proposer must have a purchasing card program. The City of Knoxville uses purchasing cards for low-dollar, high-volume transactions. The City currently has approximately 716 purchasing cards, and about 525 of these are pre-loaded uniform purchase allowance cards used by police officers and crossing guards.

The selected bank must be able to provide detailed reports that allow the City to monitor spending by vendor, cardholder, cardholder group, and particular merchant code, etc. in order to establish and monitor transactions for auditing purposes. The bank must also provide reports for each cardholder under their designated department. All reports must be available in both .pdf and .xls formats.

Administrators of the purchasing card must be able to add or delete users and make adjustments to cardholders' credit limits and other card controls. Transactions may be approved or declined for internal use only.

<b>Transaction Type</b>	<b>Total Dollar Volume</b>	<b>Average Monthly Transactions</b>	<b>Average Amount per Transaction</b>
Charges	\$1,767,444	866	\$170
Refunds	(\$30,703)	(22)	(\$114)
<b>TOTALS</b>	<b>\$1,736,741</b>	<b>844</b>	<b>\$171</b>

- a) Please list the number of municipal or county governments currently using the purchasing cards services at your bank
- b) The City uses preloaded (declining-balance) cards for some employees to purchase certain items. Please answer the following questions related to this type of card and provide as much detail as possible:

- 1) What is the bank's process for funding cards?
- 2) How are purchases handled by the bank?

- 3) Can purchases made by this type of card be restricted to certain merchant category codes (MCCs) and dollar limits to be determined by the City's card program administrator?
- c) Is a third-party processor used for authorizations and transaction posts?
- d) Do any third-party partners perform other functions, such as systems support or customer service? If so, explain.
- e) Can the City of Knoxville's tax-exempt number be included on the card to assist the department cardholder?
- f) Do your cards have an expiration date? If so, how is the expiration date selected?
- g) Discuss settlement terms, detailing what billing cycles are available, how the City will receive billing statements, the payment terms from each statement date, and what options are available for the company to make payment (e.g., EDI, ACH, check, other).
- h) Does the bank have the capability of providing memo invoices for multiple city departments that are combined into one invoice for the City? Do the bank and the City have the capability of distinguishing each department's charges from each other?
- i) The City currently utilizes a cloud-based system. Does the bank have the capability of providing a cloud-based system?
- j) How does the bank handle City staff education and ongoing management of hardware and software?
- k) Does the bank provide the option of customizing the card with the City's logo?
- l) Describe the card controls and usage restrictions supported by the bank's program, specifically:
- 1) City-wide restrictions
  - 2) Cardholder level restrictions
  - 3) Department level restrictions
  - 4) Merchant Category Code/Standard Industry Classification (MCC/SIC restrictions)
  - 5) Cash advance restrictions
  - 6) Dollar limits
  - 7) Prevention of counterfeit cards
- m) Please answer the following questions regarding modifications of card restrictions:
- 1) Can card restrictions be modified by the City's administrator or must this be accomplished by the bank?
  - 2) Can restrictions be modified in real time using online software or is there a lead time?

3) Are there different procedures for altering different types of card restrictions (i.e., MCC restrictions versus spending limits)?

n) What are the liabilities of the City and its employees in the event of fraud, abuse, or loss of a card? Does the bank provide fraud insurance? If so, what are the stipulations and fees associated with the insurance?

o) Does your program screen transaction activity for fraud patterns? If yes, explain. If no, is this capability planned for future implementation and if so, when? Provide statistics on fraud associated with your purchasing card program.

p) Can the bank reproduce lost charge slips? Is there a charge for reproduction? What is the typical lead time for the issuer to provide copies of charge slips?

q) What technical support is available for your reporting packages and what hours is technical support available?

r) Is someone in the City able to be designated as the program administrator? If so, can the program administrator assign roles to individuals in different departments for access to online reports? Can the program administrator configure the reports online?

s) What support do you provide for recreating files that may have been corrupted, lost or destroyed? How long is historical account activity available to the city?

t) Describe how the bank receives and processes Level II and III information. What information can you provide to us?

u) Describe the formats and options offered for distribution of transaction data and the frequency of distribution (e.g., daily, weekly, monthly)

v) What is the lead time for transaction date availability?

w) The City requires online access to our procurement card information. Is there a cost associated with this system? Include hardware and software requirements and any costs.

x) Can the bank provide software that interfaces with our internal financial system (Oracle Financials R12)? If so, describe how your reporting package accomplishes the interface with our system:

1) Are there any special hardware or software requirements for using the software that interfaces with our internal system?

2) Is customized programming required to accomplish the interface? If so, is there a cost associated with this programming?

y) Provide a detailed description of the reporting packages your offer and provide a list of all available reports. Include capabilities concerning availability of reports (24/7 or limited), tracking capability for department expenditures, reports available for the reporting of expenditures with minority-owned, woman-owned, service disabled veteran-owned, and other

economically disadvantaged businesses, reports available for sales and use taxes, and reports indicating spend by vendor.

z) The City requires the ability to customize and export reports from the purchasing card system. Please detail how the City can export reports (formats available, i.e., Excel, CSV, etc.), what reports/fields can be customized (or restrictions on customization), and the ability to search transactions and account history.

aa) Describe the support provided during implementation, including technical assistance, user manuals, instructional and/or educational materials, on-site visits, or other assistance. Include any costs.

bb) What initial and ongoing training do you provide for program administrators and cardholders?

cc) Provide a sample cardholder application.

dd) Describe your customer service capabilities, including details on hours of coverage, toll-free number access, dedicated representative for our account, cardholder account management, cardholder complaints/disputes, and quality measures for response time.

ee) How are inquiries requiring research handled by the bank?

ff) Define the dispute-resolution process including time frame and responsibilities of the parties involved. Are disputed items removed from the invoice while under investigation? Please be as detailed as possible in describing the complete fraud resolution process.

gg) Provide a price schedule for all fees related to purchasing card services. Include all one-time and ongoing fees, including minimums. Describe incentives or price breaks offered based on business volume, timeliness of payment, rebates or other measures.

## **5.10 Electronic Banking/Information Reporting**

a) Briefly describe the electronic banking systems and access methods (e.g., Internet, PC) that may be used to access account information.

b) Does the electronic banking system allow the company to access prior day information and current day information?

c) For prior-day information, discuss:

1) How soon the following day is previous day information available for access by the customer?

2) If information is delayed, how and when will the customer be notified?

3) Are all transaction types shown in prior day reporting?

4) Provide samples of prior day balance and transaction reports.

5) Are prior-day reports able to be scheduled?

d) For current-day information, discuss:

1) How frequently is this information updated throughout the day?

2) If information is delayed, how and when will the customer be notified?

3) What transaction types are reported in current day information?

4) What current day reports are available? Provide samples of all current day balance and transaction reports.

5) Are current-day reports able to be scheduled?

e) How does the City create customized reports? Is there a lead-time?

f) What are the hours of access of the electronic banking system? Discuss any differences between availability of information reporting and transaction initiation.

g) Discuss the inquiry capabilities of the electronic banking system. What criteria can the City use to query historical data? Does the system provide for history inquiry by date ranges? How many days of history can be accessed through the system?

1) Can the customer determine length of history retention? If so, how is this done?

2) Can the bank provide the customer with a download of historical data? If so, in what format(s)?

h) What other bank services are available through the system? List all transaction types (e.g., wire transfers, stop payments) that can be initiated using the electronic banking system.

i) Does the electronic banking system provide image delivery for deposit, disbursement and/or adjusting items? If so, describe.

Provide either a demo disk or Web address to demonstrate the bank's electronic banking system.

k) What options does the bank offer for information reporting via file delivery to an Oracle Financials version R12 accounting system? Can the system transmit a file directly to the City's accounting system that shows all wire transfers, ACH/bulk payments, drafts, and checks that have cleared the company's accounts?

l) Can the bank provide the customer with a CD-ROM of historical data? If so, describe data provided on CD-ROM.

m) Is secure file delivery via the Internet available?

- n) Can data be exported from the electronic banking system to Excel and other software packages? Discuss capabilities and limitations.
- o) Describe the technical requirements of your software. What operating systems are supported? Discuss which operating systems the bank plans to support in the future and whether the bank will continue to support current operating systems when new ones are added.
- p) How does the bank monitor network availability and server response times? How often and when might the customer be unable to access information? If the bank experiences an outage, how is the customer notified?
- q) Discuss all security features (physical and electronic) of the electronic banking system. Is a digital certificate required? Are tokens used? How often must passwords, digital certificates, tokens, etc. be renewed?
- r) Describe the process for adding and deleting users of the electronic banking and information reporting system.
- 1) What methods (e.g., phone, fax, PC, Internet) may be used to initiate requests to add or delete users?
  - 2) How quickly can users be added or deleted?
  - 3) What controls can be established by the City to limit creation of users?
- s) Describe the electronic banking system's ability to assign user access by function (e.g., inquiry only, initiate transactions, approve transactions, etc.).
- t) Are Internet-access systems hosted internally by the bank, or by a third party hosting or co-location service?
- u) Discuss the type and level of any authentication and encryption method used for communicating with customers.
- v) Discuss the firewalls and intrusion detection systems that the bank has in place.
- w) How many login attempts does the system allow before a user's account is disabled? What is the process to reactivate a user's disabled account?
- x) How long can a user's login remain inactive before the session is terminated?
- y) Can passwords be assigned an expiration date? Is the date assigned by the bank or the Security Administrator?
- z) Are passwords user-defined or bank provided?
- aa) Describe the procedures to be followed by the City if a user password is lost or forgotten. Can the password be reset immediately by a City account administrator or must it be done by the bank? If the bank must be contacted, what is the lead time to obtain a new password?
- bb) What training does the bank provide? Is on-site training available? If so, is there any charge

for such training?

### **5.11 Account Analysis, Statements, and Invoicing**

a) A monthly account analysis summary for each individual account, merchant card services account, and traditional bank statements must be forwarded by the 5th of the following month with a summary account analysis combining activity and charges for bank accounts.

An invoice for fees payable by the City and any correspondence, questions, etc., shall be sent to:

City of Knoxville  
Treasurer's Office  
400 W. Main St. Suite 685  
Knoxville, Tennessee 37902

### **5.12 Notice of Changes**

a) The successful proposer must give 30 days prior written notice of changes in its procedures, including (but not limited to) changes to names of line-item service charges on analysis statements. Such notice shall be provided to the address listed in Section 5.11.

### **5.13 Imaging and Check Storage**

a) Describe the bank's image-processing capabilities.

- 1) Do they include online access to return and adjustment item images?
- 2) What are the hardware and software requirements to use these services?
- 3) Will any third-party vendors be used to provide images to the City?
- 4) Is there a fee for accessing images online?

b) Does your bank provide CD-ROM check image storage? If so, describe the software used to retrieve the check images.

c) Can check images be retrieved (front and back), enlarged, and rotated?

d) Can the check image be faxed, printed or exported from within the software?

e) How is an individual check image located within the software?

f) When will the monthly CD-ROM be available to the City of Knoxville?

g) Does your bank provide online check images for the current month and checks cleared before the CD-ROM is generated? When are such check images available?

h) Is bank archival of checks an alternative to CD-ROM storage? If so, how long can data be archived and what is the cost associated with this service?



## 5.14 Analysis

- a) Describe the method used to calculate the earnings credit rate (ECR).
- 1) What rate does the ECR follow?
  - 2) What has the bank's ECR been for the last six months?
  - 3) Is the reserve requirement deducted from the available balance before the ECR is calculated?
- b) Is there a fee or other assessment for FDIC insurance? If so, how does the bank calculate the charge?
- c) When calculating average balances, are daily positive and negative balances netted?
- d) What procedures are used to resolve overdrafts caused by funding failures as a result of improper funding by the City, the bank's error (including delays in notification of clearings), and a Federal Reserve problem?
- e) How does the bank charge for overdrafts? Does the bank charge for use of uncollected/unavailable funds? If so, how is the charge calculated? Are these fees a direct charge or can they be offset by the earnings credit allowance?

## 5.15 Support

Please list the main individuals responsible for this account with information regarding their qualifications. Describe the routine working arrangements the City would follow in transacting business. Note that the City prefers to work with one dedicated point of contact for all inquiries.

Please list names, titles, and brief biographies of bank personnel who will have ongoing responsibility for servicing the City's account. Include professional designations and treasury association involvement. Describe the role of each person in the account relationship.

Describe the bank's procedures for processing inquiries that require research and/or adjustments and if there are established response times for research and adjustment items, along with the bank's track record for meeting established response times.

Are there established response times for research and adjustment items? If yes, please describe in detail.

## 5.16 Pricing

Each proposer must complete Pricing Proposal Form S-2. Proposals of fees must be submitted both on a per item basis and in monthly aggregate. The proposed costs for services are to remain fixed for the initial three year contract period unless a tier approach to pricing is used. Please note that the fixed price approach is preferable. Pricing information should also include costs related to credit card services such as the discount rate, etc. **If there will be charges for services proposed but not listed in this document, the proposer must disclose the fees for these additional services in their proposal.**

## **5.17 Implementation**

- a) Provide a copy of all agreements that will be required, including those necessary to initiate electronic banking and information reporting services.
- b) Provide a detailed description of the implementation process, including testing, and an estimated implementation schedule.
- c) Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits. Does the bank assign an implementation team?
- d) Describe the normal time frame for implementation of the following services:
  - 1) Cash concentration and controlled disbursement accounts
  - 2) Wire transfer and ACH services
  - 3) Account reconciliation
  - 4) Positive pay
  - 5) Information reporting
  - 6) Merchant card
  - 7) Purchasing card
  - 8) Payroll card
- e) What are some of the critical factors that have impacted that lead time with other clients?

## **5.18 Innovative Services**

The City of Knoxville is looking to establish a partnership with the winning proposer. We have outlined current practices such as controlled disbursement accounts, Purchasing Card program, etc. as we believe these are some of the best cash management practices available. We are willing to consider other options if they prove more economical and/or efficient. The proposing bank should offer other potential services, if any, that it believes potentially effective. The proposing bank should also provide a description of other services provided as well as any information which it believes will be helpful in evaluating the services to be provided. Please include details on what differentiates your development of new services from other providers, the approach you are taking in the development of new services, what future new services or features you plan to offer and when, and list any services not mentioned in the proposal that would help the City attain increased efficiency. Any proposed additional fees for these items shall be shown separately in the appropriate section of Pricing Proposal Form S-2 in this proposal.

## **5.19 Payroll Card**

It is the City of Knoxville's policy that all new employees must enroll in direct deposit. However, we realize that some of our employees may not be eligible for a bank account. For this reason, the City is exploring the possibility of implementing a payroll card program for these employees.

If the bank offers a payroll card program, discuss it in detail. Provide a price schedule for all components of the payroll card and describe any special attributes your payroll card has that would differentiate your bank from the competition.

## **5.20 Disaster Recovery**

- a) Is there a “hot” backup processing site? What is the contingency plan if a “hot” back-up site is not available and a disaster occurs which prevents all work from being processed on a same-day basis? Does the bank compensate in the event of loss? Explain.
- b) Describe the procedures established for disaster recovery in the event of a systems failure or other disaster at the bank’s primary processing site.
- c) How often do you test disaster recovery procedures? When were the procedures last updated and tested? What were the test results?
- d) How far is the backup site(s) from the primary processing site? Do the backup and primary sites share any communication linkages?
- e) How long does it take to activate a backup processing site? How long can you stay at the site?
- f) What occurs when you exceed the capacity of the backup site?
- g) What is the contingency plan if a "hot" backup site is not available and a disaster occurs that prevents all work from being processed on a same-day basis?
- h) What disaster recovery services can the bank provide if the City cannot operate from its own facilities?

## **5.21 Collateralization**

It is the requirement of the City to have all deposited funds collateralized at 110% of par value and backed by securities issued by federal, state, or local government entities. Section 2-576 of the Code of the City of Knoxville (see Attachment C) defines collateralization requirements. Securities used for collateralization must be documented monthly in written summary form and provided along with appropriate safekeeping receipts to the City Treasurer. Securities pledged as collateral must be deposited in a Federal Reserve Bank or its branch (preferably the Nashville branch of Federal Reserve Bank of Atlanta) in an account in the name of the City of Knoxville, or with a safekeeping agent designated by the City. Pledged securities may not be released without the written authorization of the City as evidenced by signature of the Finance Director or Treasurer of the City.

This requirement is waived for those institutions which are members of the state collateral pool. The proposer should indicate in the proposal if the institution participates in the state pool.

## **5.22 CRA Rating and Soundness of Bank**

Please indicate your current Community Reinvestment Act (CRA) rating. Please indicate the date of the last rating and the date, if known, of the next scheduled rating. Also indicate whether the rating is for the branch submitting the proposal or the entire bank or holding company. Identify key measures of the bank's financial strength (e.g., capital ratios, market capitalization, total assets, etc.).

Provide ratings for the bank and/or holding company from at least two of the following agencies: Standard & Poor's, Moody's, Fitch, Sheshunoff, and/or Laclede.

## **VI. Contract Requirements**

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 **Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 **Administration.** The contract will be administered by the City of Knoxville Finance Department.

6.3 **Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 **Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 **Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 **Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any

claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a

limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Professional Liability (including Errors & Omissions) Insurance;** Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omission, or negligent acts committed in the performance of professional services under this Agreement with limits equal to the general liability requirement but no less than \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed on the policy.
- C. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- D. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

**D. Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising

from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:



- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is

conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

6.26 Cooperative Purchases. Other tax supported governmental agencies may be extended the opportunity to purchase off this bid with the agreement of the successful bidder and the City of Knoxville. However, the City of Knoxville is not an agent of, partner to/or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements. Such cooperative purchasing contracts (if any) shall be developed by and between the contractor and the other government entity and the City of Knoxville shall not have any responsibility or liability regarding such contracts.

## **VII. Instructions to Submitting Entities**

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

## 7.1 General

Submission forms and RFP documentation may be obtained on or after September 18, 2017, at no charge from:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

## 7.2 Submission Information

Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

**IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on October 19, 2017. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

**IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Comprehensive Banking Services.”** Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of

Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

### 7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A. Form S-1
  - B. Non-Collusion Affidavit
  - C. No Contact/No Advocacy Affidavit
  - D. Iran Divestment Act Certification of Noninclusion
  - E. Diversity Business Enterprise Program
  - F. Price Proposal Form S-2
4. Body of Proposal: Information which submitting entity wishes to include
5. Sample Documents – include the following:
  - a. Sample copy of an account analysis statement format and instructions (if available) on how to read the statement
  - b. Sample of Previous day reports
  - c. Sample of Current day reports
  - d. Sample of Bank Statements
  - e. Sample of Purchasing card reports
  - f. Sample of Merchant card reports
  - g. Any other reports you would like to provide
  - h. Sample agreements for each proposed service (e.g., Purchasing card, wire transfer, etc.)
  - i. Proposers are encouraged to provide demo disks or websites of applications (e.g., information reporting, ACH module, e-banking, etc.)

NOTE: All required submission forms may be found in this solicitation document.

### 7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation

Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

## **VIII. Evaluation Criteria**

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Pricing/Cost – 45 points:** All quoted pricing must be inclusive of all services offered.
- 2. Overall Banking Services and Customer Service – 20 points:** Proposal shall include

information regarding services to be provided and understanding of services and tasks as depicted in the proposal. Include information of services provided of similar size and scope during the past 24 months for which the proposer has provided the type of services required, as specified.

- 3. Financial Institution's Experience, Capability and Qualifications – 20 points:**  
Proposal shall include demonstrated ability of the bank to comprehensively meet all services detailed in the RFP. Proven banking service capabilities, including ability to expand capabilities and provide additional services not currently being requested.
- 4. Personnel – 10 points:** Proposal shall include professional experience and qualifications of the key personnel who will be involved in overseeing implementation and oversight of the services.
- 5. References – 5 points:** Proposer additionally shall provide a minimum of five (5) references with contact information.

## **Submission Forms**



**CITY OF KNOXVILLE**  
**REQUEST FOR PROPOSALS**  
**Comprehensive Banking Services**  
**Submission Form S-1**

**Proposals to be Received by 11:00:00 a.m., Eastern Time; October 19, 2017; in Room 667,  
City/County Building; Knoxville, Tennessee.**

**IMPORTANT:** Proposals shall include five (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

**Please complete the following:**

**Legal Name of Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name and Title of Signer:** \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

No Contact/No Advocacy Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

\_\_\_\_\_

\_\_\_\_\_, the Proposer that has submitted the attached Proposal;

(2) The Proposer \_\_\_\_\_ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Boyce H. Evans) or Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
  
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, the Finance Department or any other City staff.

**Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

## IRAN DIVESTMENT ACT

### Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;

- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Bidder/Proposer Company Name)

\_\_\_\_\_ (Project Name)  
\$ \_\_\_\_\_  
(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
Estimated Amount of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100% of the work required for the contract; work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**Price Proposal Form (S-2)**

The aggregate monthly fee required for all services outlined in the basic specifications is as indicated below, along with per item costs.

**Excepting only the addition of future services at the City’s written request, THE BANK SHALL NOT CHARGE THE CITY ANY FEES NOT LISTED IN THE EXECUTED CONTRACT.**

Note that the transaction volumes listed are what may be *expected* under the new banking agreement. These volumes are not *necessarily* averages of past transactions. Please see Attachment B for actual monthly volume historical data.

	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
<b>Balance-Related Services</b>					
Avg Negative Coll Balance	\$0				
Dep Insurance – Bank Assessment (FDIC Assessment)	\$1,793,443				
<b>Depository Services</b>					
Account Maintenance	1				
Banking Center Deposit	64				
Night Drop Deposit	<1				
Deposit Correction - Non-Cash	1				
DDA Statement per Account - Internet Delivery	4				
Paid Item Inquiry - Internet	<1				
Returns - Chargeback	12				
Checks Deposited - Un-encoded Items	855				
Debits Posted - Electronic	71				
Debits Posted - Other	1				
Credits Posted - Electronic	320				



	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
Credits Posted - Other	<1				
Stop Pay - Automated > 12 Months	<1				
Stop Pay - Automated ≤ 12 Months	<1				
Vault Deposit	163				
Stop Pay - Manual > 12 Months	0				
Paper Deposit Statement - Mail Delivery	1				
Stop Pay - Manual ≤ 12 Months	<1				
Image Deposit (via Remote Deposit)	63				
Image Deposited Items (via Remote Deposit)	4,589				
Ledger Overdraft per Day	<1				
<b>Commercial Deposit Services - Cash Vault</b>					
<u>Value</u> of Currency / Coin Deposit - Night Drop	<\$1				
<u>Value</u> of Currency / Coin Deposit - Banking Center	\$50,000				
<u>Value</u> of Currency & Coin Deposit - Vault	\$600,000				
Coin Deposit - Non-Standard Bag - Vault	114				
Deposit Correction - Cash	2				
Coin Deposit - Standard Bag - Vault	15				
Vault Activity Report Faxed	93				
Coin Roll Supplied - Banking Center	19				
Value of Currency Supplied - Banking Center	<\$1				
Change Order - Banking Center	3				
Curr Supp \$100 -Bkg Ctr	3				
Coin Deposited - Roll-Vlt	11				
Dep Conditioning - Surchg - Vault	2				

	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
<b>ACH Services</b>					
Monthly Maintenance per Account	4				
Input from File	35				
Blocks & Authorizations Instructions	23				
Blocks & Authorizations Maintenance	3				
Blocks & Authorizations Add / Change	<1				
Originated Addenda	223				
Input via E-Channel	32				
Return Item	11				
Consumer On Us Debits	5				
Consumer Off Us Debits	396				
Consumer On Us Credits	74				
Consumer Off Us Credits	4,306				
Corporate On Us Debits	<1				
Corporate Off Us Debits	<1				
Corporate On Us Credits	4				
Corporate Off Us Credits	53				
Standard Reports Delivered by Fax	5				
Credit Received Item	297				
Debit Received Item	132				
Deletion / Reversal - ACH	<1				
Deletion / Reversal - Batch / File	<1				
Notification of Change (NOC)	2				
Standard Reports Delivered Electronically	5				

	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
<b>Controlled Disbursement Services</b>					
Controlled Disbursement Maintenance	3				
Checks Paid - Truncated	1,477				
Checks Paid - Not Truncated	<1				
Controlled Disbursement Funding Credits	59				
Checks Paid - Front Image Access	71				
<b>Wire Transfer Services</b>					
Internet Wire Module Maintenance Service	1				
Electronic Wire Out - Domestic	9				
Electronic Wire Out - Drawdown Response	6				
Incoming Domestic Wire	23				
Electronic Wire Template Storage	21				
Electronic Wire Out - Book Transfer	<1				
Phone Wire Out - Domestic	<1				
<b>Account Reconciliation Services</b>					
Full Positive Pay Maintenance - Paper Report	2				
Partial Maintenance - Paper Report	1				
Full Positive Pay Input per Item	1,515				
Reconciliation Transmission End of Cycle	2				
Partial Reconciliation per Paid Item	71				
Disbursement Float Report	2				
Positive Pay Exceptions	1				

	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
Void Cancel Items	10				
Payee Positive Pay - Issue Match	1,515				
Payee Positive Pay Maintenance	2				

**Information Services**

Previous Day Reporting per Account	5				
Current Day Reporting per Account	5				
Reporting Online Subscription / Maintenance	1				
Previous Day Item Storage - 12 Months	3,219				
Current Day Item Storage	3,630				
Online per Image Access	1				
Online Research Item	8				
Wire Payee Advising	<1				
GCS Manual Info Reporting	<1				
Positive Pay Notification	64				
Email Scheduled Reports	100				

**Remote Deposit Services**

Remote Deposit - Account Maintenance	1				
Check Image Processing	4,590				
Item Storage	251,345				
High Volume Scanner Maintenance	1				
Med Volume Scanner Maintenance	1				

**Disbursement Image Services**

	<b>Expected Monthly Volume</b>	<b>Per Item Cost for First 3 years</b>	<b>Monthly Cost (for First 3 years)</b>	<b>Per Item Cost for Year 4</b>	<b>Per Item Cost for Year 5</b>
CD-ROM Maintenance	3				
CD-ROM per Image	1,477				
CD-ROM Disk	2				
Image Retrieval Online	33				
Image Archive - 90 Days	71				
Online Image Maintenance	1				
<b>Miscellaneous Services</b>					
Non-Relationship Customer Check Cashed	3				
Physical Check Copy Mailed	<1				
Statement Copy	<1				

**Other Projected Services**

Transaction Type	Estimated Monthly Volume	Per Item Cost	Monthly Cost

This proposal does list and include all costs as anticipated in providing the services for three years base term and optional years four and five, as outlined within the Request for Proposal. If I have proposed tier pricing, I have included additional sheets which outline pricing for each of the three contract years and a summary sheet which combines all anticipated charges for the three-year contract period.

DATE \_\_\_\_\_ NAME \_\_\_\_\_

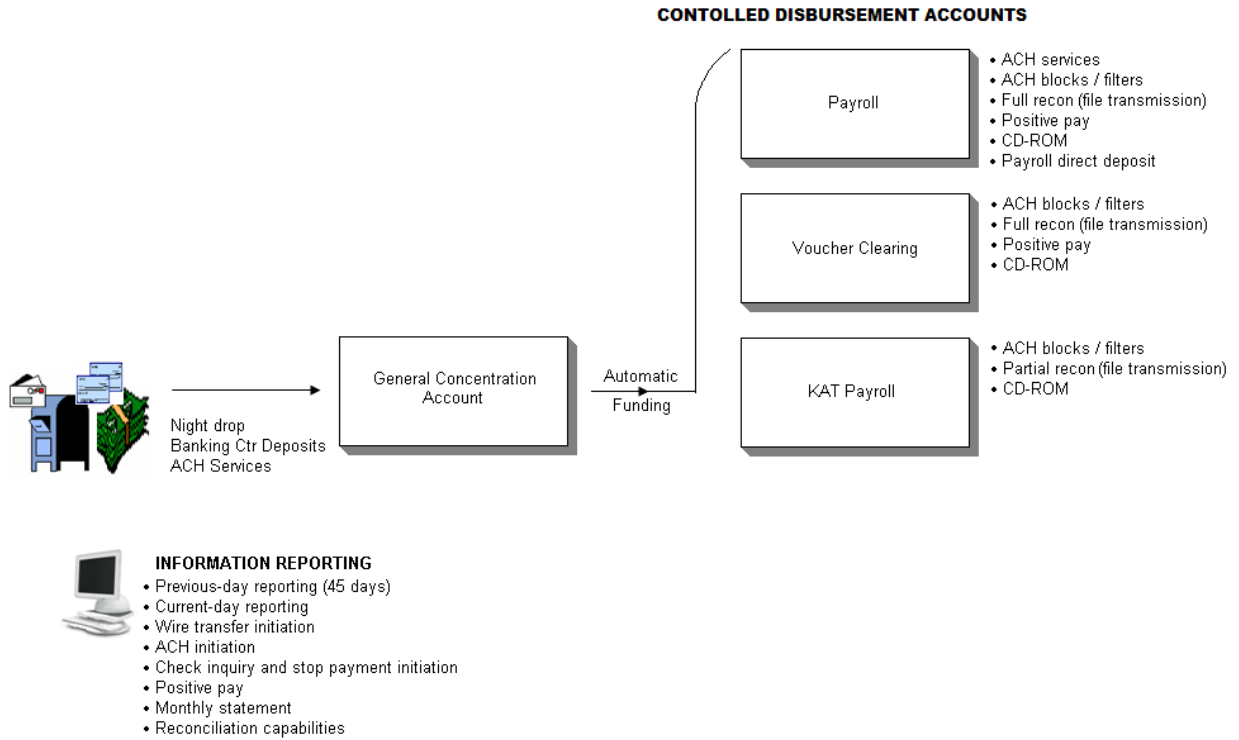
Official Address: \_\_\_\_\_

Signature: \_\_\_\_\_

# Attachment A

## CITY OF KNOXVILLE

### Treasury Account Management Structure



**Attachment B**  
**CITY OF KNOXVILLE**  
Summarized Account Analysis Statements  
Monthly Volume Data

July 2015 – June 2016

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Balance-Related Services</b>												
Avg Negative Coll Balance	34,650	0	0	0	0	0	0	0	0	0	0	0
FDIC Assessment (Avg Ledger Balance) (thousands)	965	956	1,053	5,047	1,845	1,356	1,850	2,996	2,160	1,027	779	1,481
<b>Depository Services</b>												
Account Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Banking Center Deposit	61	58	76	80	59	76	45	68	65	54	56	64
Night Drop Deposit	0	0	0	0	0	0	0	5	0	0	0	0
Deposit Correction - Non-Cash	0	2	0	0	1	0	0	0	0	4	4	1
DDA Statement per Account - Internet Delivery	0	0	0	0	0	0	0	0	0	0	0	0
Paid Item Inquiry - Internet	0	0	0	0	0	0	0	0	0	0	0	0
Returns - Chargeback	17	15	9	10	12	13	6	14	13	12	10	13
Checks Deposited - Un-encoded Items	890	778	843	811	706	844	593	830	860	880	1,157	1,069
Debits Posted - Electronic	74	66	64	72	64	77	68	76	73	68	81	69
Debits Posted - Other	0	0	0	0	1	0	0	0	0	0	0	0
Credits Posted - Electronic	281	289	276	306	306	347	308	349	356	337	352	332
Credits Posted - Other	0	0	1	0	0	0	1	0	0	0	0	0
Stop Pay - Automated > 12 Months	0	0	0	0	1	1	0	0	0	0	0	1
Wholesale Lockbox Deposit*	0	0	0	0	0	0	0	0	0	0	0	0
Stop Pay - Automated ≤ 12 Months	0	0	0	0	0	0	0	0	0	0	0	0
Vault Deposit	178	173	158	197	159	170	133	149	172	148	161	153
Stop Pay - Manual > 12 Months	0	0	0	0	0	0	0	0	0	0	0	0
Checks Deposited - Pre-encoded Items*	0	0	0	0	0	0	0	0	0	0	0	0
Paper Deposit Statement - Mail Delivery	4	4	4	4	4	4	4	4	4	4	4	4
Stop Pay - Manual ≤ 12 Months	0	0	0	0	0	0	0	0	0	0	0	0
Image Deposit (via Remote Deposit)	56	52	55	81	63	63	62	75	67	56	60	61
Image Deposited Items (via Remote Deposit)	2,537	2,883	2,695	14,069	5,499	5,792	5,439	9,181	5,401	3,314	3,122	2,566
Ledger Overdraft per Day	1	0	0	0	0	0	0	0	0	0	0	0
<b>Wholesale Lockbox Services*</b>												
Data Transmission - First Box	1	1	1	1	1	1	1	1	1	1	1	1
Scannable Sort Maintenance	1	1	1	1	1	1	1	1	1	1	1	1



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Scannable Lockbox Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Deposit Preparation per Deposit	0	0	0	0	0	0	0	0	0	0	0	0
Non-Depositible Correspondence	0	0	0	0	0	0	0	0	0	0	0	0
Data Transmission per Item	0	0	0	0	0	0	0	0	0	0	0	0
Data Capture (MICR Line)	0	0	0	0	0	0	0	0	0	0	0	0
Image Processing per Item	0	0	0	0	0	0	0	0	0	0	0	0
Image Check Print	0	0	0	0	0	0	0	0	0	0	0	0
Documents Returned	0	0	0	0	0	0	0	0	0	0	0	0
Scannable Sort per Item	0	0	0	0	0	0	0	0	0	0	0	0
Scannable Process per Invoice	0	0	0	0	0	0	0	0	0	0	0	0
Image Documents Imaged	0	0	0	0	0	0	0	0	0	0	0	0
Image CD-ROM per Disc	0	0	0	0	0	0	0	0	0	0	0	0
Foreign Item	0	0	0	0	0	0	0	0	0	0	0	0
Correspondence	0	0	0	0	0	0	0	0	0	0	0	0

**Commercial Deposit Services -  
Cash Vault**

Value of Currency / Coin Deposit - Night Drop	0	0	0	0	0	0	0	546	0	0	0	0
Value of Currency / Coin Deposit - Banking Center	1,420	706	1,310	1,035	956	1,003	545	1,107	855	697	710	1,212
Value of Currency & Coin Deposit - Vault	3,846	3,544	3,910	4,891	3,933	4,352	3,097	5,159	5,187	3,808	4,036	4,032
Coin Deposit - Non-Standard Bag - Vault	40	19	31	21	24	17	20	16	37	23	26	23
Deposit Correction - Cash	1	2	1	0	0	1	1	8	3	1	5	6
Coin Deposit - Standard Bag - Vault	1	2	1	2	0	1	2	0	0	1	0	1
Vault Activity Report Faxed	107	99	102	108	89	92	72	87	94	80	93	93
Coin Roll Supplied - Banking Center	10	21	19	0	4	0	18	12	33	31	75	2
Value of Currency Supplied - Banking Center	0	0	0	0	0	0	0	0	0	0	0	0
Change Order - Banking Center	1	2	2	0	1	0	2	2	5	5	10	2
Curr Supp \$100 -Bkg Ctr	1	2	4	0	1	0	3	3	5	7	9	4
Coin Deposited - Roll-Vlt	0	0	0	0	0	0	0	1	0	0	0	128
Dep Conditioning - Surchg - Vault	0	0	0	0	0	0	0	0	5	5	8	7

**ACH Services**

Monthly Maintenance per Account	4	4	4	4	4	4	4	4	4	4	4	4
Input from File Blocks & Authorizations	0	0	0	0	0	0	0	0	0	0	0	0
Instructions Blocks & Authorizations	23	23	23	23	23	23	23	23	23	23	23	23
Maintenance Blocks & Authorizations	3	3	3	3	3	3	3	3	3	3	3	3
Blocks & Authorizations Add / Change	0	0	0	0	0	0	0	0	0	0	0	0
Originated Addenda	196	193	232	205	213	260	214	217	259	210	264	213
Input via E-Channel	33	29	27	34	31	35	27	29	32	32	33	39
Return Item	2	2	3	4	3	0	3	2	6	3	5	5
Consumer On Us Debits	4	4	4	4	4	4	4	4	6	6	7	7
Consumer Off Us Debits	386	383	386	388	386	383	399	406	405	410	412	411
Consumer On Us Credits	71	63	79	63	76	79	73	67	83	72	85	82

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Consumer Off Us Credits	3,954	3,794	4,838	3,806	4,577	4,784	3,826	3,800	4,787	4,145	4,725	4,630
Corporate On Us Debits	0	0	0	0	0	0	0	0	0	0	0	0
Corporate Off Us Debits	0	0	0	1	0	0	0	0	0	1	1	0
Corporate On Us Credits	5	4	4	5	5	4	4	3	4	3	3	7
Corporate Off Us Credits	49	53	55	52	53	56	47	48	60	51	54	56
Standard Reports Delivered by Fax	4	4	4	3	6	3	4	2	3	5	8	10
Credit Received Item	257	263	255	284	286	325	290	329	335	311	329	299
Debit Received Item	145	127	112	138	130	143	127	129	126	136	140	135
Deletion / Reversal - ACH	0	0	0	0	2	0	0	0	0	0	0	0
Deletion / Reversal - Batch / File	0	0	0	0	0	0	0	0	0	0	0	0
Notification of Change (NOC)	2	2	2	0	3	3	2	0	1	1	5	6
Optional Reports	0	0	0	0	1	0	0	0	0	0	0	0

### Controlled Disbursement Services

Controlled Disbursement Maintenance	3	3	3	3	3	3	3	3	3	3	3	3
Checks Paid - Truncated	1,623	1,515	1,464	1,508	1,415	1,400	1,251	1,475	1,430	1,450	1,580	1,617
Checks Paid - Not Truncated	0	0	0	0	0	0	0	0	0	0	0	0
Controlled Disbursement Funding Credits	67	58	60	60	54	43	55	57	65	62	59	62
Checks Paid - Front Image Access	64	82	66	86	65	77	64	83	72	66	66	66

### Wire Transfer Services

Internet Wire Module Maintenance Service	1	1	1	1	1	1	1	1	1	1	1	1
Electronic Wire Out - Domestic	7	3	9	16	9	9	5	10	8	9	14	5
Electronic Wire Out - Drawdown Response	6	9	2	1	3	3	7	9	10	6	9	7
Incoming Domestic Wire	24	26	21	22	20	22	18	20	21	26	23	33
Electronic Wire Template Storage	19	19	19	19	20	20	20	20	21	22	24	25
Electronic Wire Out - Book Transfer	0	0	0	0	0	0	0	0	0	0	0	0
Phone Wire Out - Domestic	0	0	0	0	0	0	0	0	0	0	0	0
Electronic Wire Out - Book DB	0	0	0	0	1	0	0	2	1	0	0	0

### Account Reconciliation Services

Full Positive Pay Maintenance - Paper Report	2	2	2	2	2	2	2	2	2	2	2	2
Partial Maintenance - Paper Report	1	1	1	1	1	1	1	1	1	1	1	1
Full Positive Pay Input per Item Reconciliation Transmission End of Cycle	1,676	1,537	1,375	1,633	1,383	1,474	1,298	1,503	1,497	1,493	1,625	1,683
Partial Reconciliation per Paid Item	2	2	2	2	2	2	2	2	2	2	2	2
Disbursement Float Report	64	82	66	86	65	77	64	83	72	66	66	66
Disbursement Float Report	2	2	2	2	2	2	2	2	2	2	2	2
Positive Pay Exceptions	10	0	0	0	0	0	0	0	0	1	0	0
Void Cancel Items	5	6	6	11	3	5	13	12	9	20	12	15

### Information Services

Previous Day Reporting per Account	5	5	5	5	5	5	5	5	5	5	5	6
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	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Current Day Reporting per Account Reporting Online Subscription / Maintenance	5	5	5	5	5	5	5	5	5	5	5	6
Previous Day Item Storage - 12 Months	1	1	1	1	1	1	1	1	1	1	1	1
Current Day Item Storage	3,424	3,361	3,004	3,411	3,080	3,127	3,033	2,984	3,298	2,966	3,535	3,409
Online per Image Access	0	2	0	1	4	1	0	6	0	0	0	2
Online Research Item	1	214	3	3	36	11	4	8	4	6	1	5
Wire Payee Advising	0	0	0	1	0	0	0	0	0	1	0	0
GCS Manual Info Reporting	0	0	0	0	0	0	0	0	1	0	0	0

#### **Remote Deposit Services**

Remote Deposit - Account Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Check Image Processing	2,541	2,883	2,695	14,069	5,499	5,793	5,439	9,181	5,401	3,315	3,124	2,566
Item Storage	145,378	21	34	2	30	73	85	78	72	87	94	88
High Volume Scanner Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Med Volume Scanner Maintenance	1	1	1	1	1	1	1	1	1	1	1	1

#### **Disbursement Image Services**

CD-ROM Maintenance	3	3	3	3	3	3	3	3	3	3	3	3
CD-ROM per Image	1,623	1,515	1,464	1,508	1,415	1,400	1,251	1,475	1,430	1,450	1,580	1,617
CD-ROM Disk	2	2	2	2	2	2	2	2	2	2	2	2
Image Retrieval Online	21	0	1	4	0	1	0	2	5	3	0	3
Image Archive - 90 Days	64	82	66	86	65	77	64	74	72	66	66	66
Online Image Maintenance	1	1	1	1	1	1	1	1	1	1	1	1

#### **Miscellaneous Services**

Non-Relationship Customer Check Cashed	4	4	2	3	7	4	0	4	1	1	1	3
Physical Check Copy Mailed	0	0	0	0	0	0	0	0	0	2	0	0
Statement Copy	0	1	0	0	0	0	1	0	0	0	0	0

**Attachment C**  
**CITY OF KNOXVILLE**  
City of Knoxville Code of Ordinances  
Section 2.576

Sec. 2-576. - Deposit of public monies.

(a) *Authorized depositories.* In accordance with their applications for such funds and based upon the recommendation of the finance director, the following banking and savings and loan institutions situated in the state are hereby designated as depositories for the public monies of the city, and the officials charged with the responsibility of depositing of the funds shall make such deposits in no other or different banking institutions in the state:

Third National Bank  
First American National Bank  
First Tennessee Bank  
Home Federal Savings Bank of Tennessee  
First National Bank  
Union Planters Bank  
Nations Bank  
National Bank of Commerce  
BankFirst

(b) *Depository contracts.* The director of finance is hereby authorized to enter into depository contracts with the responsible banking institutions listed in this section, containing such provisions as he deems necessary in order to accomplish the purpose for which such designations are made. Such designations shall be terminable by the city or the depository upon thirty (30) days' written notice.

(c) *Securities required of depository.* The finance director, before making the initial deposit in a public depository designated in this section, shall require the institution designated as a public depository to pledge to and deposit with him, as security for the repayment of all public monies to be deposited in the public depository pursuant to this award, eligible securities of aggregate par value equal to or in excess of one hundred ten (110) percent of the aggregate balance of all accrued deposits then on deposit with the designated depository. The finance director may require additional eligible securities to be deposited to provide for any depreciation which may occur in the market value of any securities so deposited.

(d) *Eligible securities.* The following securities shall be eligible as security for the purposes of this section:

(1) Bonds, notes, or other obligations of the United States of America; or bonds, notes or other obligations guaranteed as to principal and interest by the United States or those for which the full faith and credit of the United States of America is pledged for the payment of principal and interest thereon, by language appearing in the instrument specifically providing such guarantee or pledge and not merely by interpretation or otherwise;

(2) Bonds, notes, debentures, or other obligations or securities issued by any agency of the United States of America or the Export-Import Bank of Washington; bonds, notes or other obligations guaranteed as to principal and interest by the United States of America or those for which the faith of the United States of America is pledged for the payment of principal and interest thereon, by interpretation or otherwise and not by language appearing in the instruments specifically providing such guarantee or pledge;

(3) Bonds and other obligations of the state;

(4) Bonds or other obligations of any county, township, school district, municipal corporation or other legally constituted taxing subdivision of the state which is not at the time of such deposit in default in the payment of principal or interest on any of its bonds or other obligations, for which the full faith and credit of the issuing subdivision is pledged, and which bonds or obligations have not less than a BAA rating as rated by Moodys' Investors or Standard and Poor.

(e) *Sale of securities for failure by depository to pay over part of deposit.* If the public depository fails to pay over any part of the public deposit made therein, the director of finance shall sell at public sale any of the bonds or other securities deposited with him. Thirty (30) days' notice of such sale shall be given in a newspaper having a general circulation in the city. When the sale of the bonds or other securities has been so made, and upon payment to the director of finance of the purchase money, the director of finance shall transfer such bonds or securities, whereupon the absolute ownership of such bonds or securities shall pass to the purchasers. Any surplus remaining after deducting the amount due the city and expenses of the sale shall be paid to the public depository.

(f) *Designation of trustee.* The depositories designated in this section shall deposit with the Federal Reserve Bank, as trustee, securities pledged for safekeeping, or as an alternate may, by written notice to the finance director, designate a qualified trustee subject to the approval of the finance director. The finance director may require a potential trustee to submit relevant information as determined by the finance director regarding its qualifications to be a trustee. Upon approval of the finance director, the depositories shall deposit the eligible securities as required by subsection (d) of this section with the trustee for safekeeping for the account of the city and the institution as a public depository as their respective rights to and interests in such securities under this section may appear and be asserted by written notice to or demand upon the trustee. In such case, the finance director shall accept the written receipts of the trustee describing the securities which have been deposited with the trustee by such depository, a copy of which shall also be delivered to the depository. Thereupon all such securities so deposited with the trustee are deemed to be pledged with the finance director and to be deposited with him, for all purposes of this section. Additionally, the trustee shall submit reports as to the composition of the securities deposited with the trustee in the manner prescribed by the finance director. The qualifications of a trustee shall also be governed by applicable statutes of the state.

(g) *Substitution and exchange of securities.* The director of finance shall be authorized to promulgate such other rules and regulations for the substitution and exchange of security for deposits of the city as he deems in the best interest of the city, provided that the security substituted or exchanged shall be eligible as a security under the provisions of this section and shall have a current market value equal to or greater than the current market value of the securities then on deposit and for which they are to be substituted or exchanged.

(Code 1962, § 2-1709; Ord. No. O-103-90, § 1, 4-17-90; Ord. No. O-158-93, § 1, 3-30-93; Ord. No. O-51-94, § 1, 2-15-94)

**Attachment D**  
**CITY OF KNOXVILLE**  
Current Month Analysis Statement

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

GROUP SUMMARY ANALYSIS  
BANK AND COST CENTER NUMBER [REDACTED]

DATE PREPARED 08-03-17

MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE INVOICE 500  
OFFICER NUMBER FMHWV  
PAGE 1 OF 13

CUSTOMER SERVICE: 1.888.400.9009

CITY OF KNOXVILLE  
CITY COUNTY BLDG  
400 W MAIN ST RM L108  
KNOXVILLE TN 37902-2494

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	2,104,756.64
<hr/>		
AVG LEDGER BALANCE		2,104,756.64
LESS AVG FLOAT		429,344.48
<hr/>		
AVG COLLECTED BALANCE		1,675,412.16
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		1,675,412.16
LESS RESERVES		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		1,675,412.15
AVAILABLE BALANCE REQUIRED		9,226,917.40
<hr/>		
NET AVAILABLE BALANCE		7,575,053.64
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		7,575,053.64

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	1,675,412.15
EARNINGS ON AVAILABLE BALANCE		711.47
LESS TOTAL SERVICE CHARGES		3,918.28
<hr/>		
DEFICIT		3,206.81
<hr/>		
PERIOD TO DATE DEFICIT		3,206.81
<hr/>		
CURRENT PERIOD SERVICE CHARGE	\$	3,206.81
<hr/>		
INVOICE# 17070073359 IS ATTACHED FOR GROUP SERVICE CHARGES.		

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
BALANCE RELATED SERVICES				
DEPOSIT BANK ASSESSMENT	2,104,752		307.50	724,112.91
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	1	.0000	.00	0.00
BANKING CENTER DEPOSIT	21	.1700	3.57	8,406.78
VAULT DEPOSIT	164	.5000	82.00	193,096.77
PAPER DEPOSIT STATEMENT MAILED	1	10.0000	10.00	23,548.39
RETURNS-CHARGEBACK	7	1.0000	7.00	16,483.87
RET ITEM OTHER SPECIAL INST	1	.0000	.00	0.00
CKS DEP UN-ENCODED ITEMS	387	.0300	11.61	27,339.68
DEBITS POSTED-ELECTRONIC	74	.0900	6.66	15,683.23
CREDITS POSTED-ELECTRONIC	329	.0900	29.61	69,726.77
DEPOSIT ACCOUNT STATEMENTS	3	.0000	.00	0.00
CHECK DEPOSIT-ICL OR RDSO	53	1.0000	53.00	124,806.45

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

GROUP SUMMARY ANALYSIS  
BANK AND COST CENTER NUMBER



DATE PREPARED 08-03-17  
MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE INVOICE 500  
OFFICER NUMBER FMHWV  
PAGE 2 OF 13

CITY OF KNOXVILLE  
CITY COUNTY BLDG  
400 W MAIN ST RM L108  
KNOXVILLE TN 37902-2494

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>DEPOSITORY SERVICES</b>				
IMAGE DEPOSITED ITEMS-RDSO	2,367	.0600	142.02	334,434.19
<b>COMMERCIAL DEPS-CASH VAULT</b>				
CURR/COIN DEP/\$100-BKG CTR	273	.0900	24.57	57,958.39
CURR/COIN DEP/\$100-VLT	3,705	.1194	442.38	1,041,733.55
COIN DEPOSIT-NON STD BAG-VLT	99	4.5000	445.50	1,049,080.65
COIN DEPOSITED-ROLL-VLT	30	.0000	.00	0.00
DEPOSIT CORRECTION-CASH	12	.0000	.00	0.00
COIN DEPOSIT-STD BAG-VLT	3	3.0000	9.00	21,193.55
COIN SUPP ROLL-BKG CTR	4	.1200	.48	1,130.32
CHANGE ORDER BKG CTR	7	2.2000	15.40	36,264.52
DEP CONDITIONING-SURCHG-VAULT	5	10.0000	50.00	117,741.94
CURR SUPP \$100-BKG CTR	18	.0900	1.62	3,814.84
FAX NOTIFICATION DCN-RECEIPT	112	.0000	.00	0.00
<b>GENERAL ACH SERVICES</b>				
ACH RETURN ITEM	5	3.5000	17.50	41,209.67
ACH MONTHLY MAINTENANCE	1	15.0000	15.00	35,322.58
ACH MONTHLY MAINTENANCE	4	5.0000	20.00	47,096.77
ACH INPUT-ECHANNEL	20	7.0000	140.00	329,677.42
ACH INPUT-FILE	32	10.0000	320.00	753,548.39
ACH BLOCKS AUTH INSTRUCTIONS	23	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	3	10.0000	30.00	70,645.15
ACH ORIGINATED ADDENDA	197	.0100	1.97	4,639.03
ACH STANDARD REPORTS-FAX	2	3.0000	6.00	14,129.03
ACH STANDARD RPTS-ELECTRONIC	3	1.0000	3.00	7,064.52
ACH ON US CREDITS	2	.1538	.31	730.00
ACH ON US CREDITS	75	.0400	3.00	7,064.52
ACH OFF US CREDITS	201	.0712	14.31	33,697.74
ACH OFF US CREDITS	3,769	.0400	150.76	355,015.48
ACH ON US DEBITS	3	.1000	.30	706.45
ACH OFF US DEBITS	166	.1001	16.62	39,137.42
ACH CREDIT RECEIVED ITEM	301	.1000	30.10	70,880.66
ACH DEBIT RECEIVED ITEM	141	.1000	14.10	33,203.22
<b>CONTROLLED DISBURSEMENTS</b>				
CONTROLLED DISB MAINTENANCE	3	30.0000	90.00	211,935.50
CONT DISB CKS PD IMAGE	71	.0500	3.55	8,359.67
CONT DISB CKS PAID-TRUNCATED	1,448	.0500	72.40	170,490.31
CONT DISB-FUNDING CREDITS	56	.0000	.00	0.00
<b>WIRE TRANSFER</b>				
CPO GP MTHLY MAINT	1	.0000	.00	0.00
ELEC WIRE OUT-DOMESTIC	5	5.0000	25.00	58,870.96
WIRE OUT-DRAWDOWN RESPONSE	4	12.0000	48.00	113,032.26
INCOMING DOMESTIC WIRE	28	4.0000	112.00	263,741.93
CPO GP CUST MNT TEMP STORAGE	28	.0000	.00	0.00



ANALYSIS STATEMENT

BANK OF AMERICA, N.A.  
 P.O. BOX 15284  
 WILMINGTON DE 19850

Member FDIC

GROUP SUMMARY ANALYSIS  
 BANK AND COST CENTER NUMBER



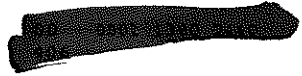
DATE PREPARED 08-03-17  
 MONTH ENDING 07-31-17  
 MONTHLY SETTLEMENT 07-31-17  
 SETTLEMENT & ACCOUNT TYPE INVOICE 500  
 OFFICER NUMBER FMHWV  
 PAGE 3 OF 13

CITY OF KNOXVILLE  
 CITY COUNTY BLDG  
 400 W MAIN ST RM L108  
 KNOXVILLE TN 37902-2494

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>ACCOUNT RECONCILIATION</b>				
ARP PARTIAL MAINT-PAPER RPTS	1	30.0000	30.00	70,645.16
ARP PARTIAL PER PAID ITEM	71	.0300	2.13	5,015.81
ARP FULL PPAY MAINT PAPER RPT	2	50.0000	100.00	235,483.87
ARP FULL PPAY INPUT PER ITEM	1,472	.0500	73.60	173,316.13
ARP RECON OUTPUT FILE	2	10.0000	20.00	47,096.77
ARP VOID CANCEL ITEMS	6	.0000	.00	0.00
ARP POSITIVE PAY RETURN-OTHER	1	15.0000	15.00	35,322.58
PAYEE POSITIVE PAY-ISSUE MATCH	1,472	.0300	44.16	103,989.68
PAYEE POSITIVE PAY MAINT	2	.0000	.00	0.00
<b>INFORMATION SERVICES</b>				
CPO ARP POSITIVE PAY NOTIF	57	.0000	.00	0.00
CPO ONLINE SUBSCRIPTION	1	.0000	.00	0.00
CPO IR MAINTENANCE	1	.0000	.00	0.00
CPO PDR ACCOUNT	4	7.9200	31.68	74,601.29
CPO PDR ITEM STORED	3,074	.0569	174.91	411,884.83
CPO CDR ACCOUNT	4	7.9200	31.68	74,601.29
CPO CDR ITEM STORED	3,251	.0373	121.26	285,547.75
CPO RESEARCH ITEM	4	.0000	.00	0.00
<b>REMOTE DEPOSIT SERVICES</b>				
REMOTE DEP-ACCOUNT MAINTENANCE	1	25.0000	25.00	58,870.97
REMOTE DEP CK IMAGE PROCESSING	2,367	.1500	355.05	836,685.49
RDSOL-ITEM STORAGE	129,107	.0000	.00	0.00
HIGH VOLUME SCANNER MAINT	1	25.0000	25.00	58,870.96
MED VOLUME SCANNER MAINT	1	15.0000	15.00	35,322.58
<b>IMAGE</b>				
CD ROM MAINTENANCE	2	12.5000	25.00	58,870.97
CD ROM PER IMAGE	1,448	.0150	21.72	51,147.10
CD ROM DISK	2	10.0000	20.00	47,096.77
IMAGE ARCHIVE-90 DAYS	321	.0000	.00	0.00
IMAGE MAINTENANCE CPO	1	10.0000	10.00	23,548.38
IMAGE MAINTENANCE CPO	1	.0000	.00	0.00
IMAGE RETRIEVAL CPO	5	.2500	1.25	2,943.54
<b>TOTAL SERVICE CHARGES</b>			<b>3,918.28</b>	<b>9,226,917.40</b>

THESE ACCOUNTS ARE INVOICED FOR SERVICE CHARGES AT THE GROUP LEVEL.  
 ACCOUNTS INCLUDED IN GROUP ARE:





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BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

CONTROLLED DISBURSEMENT ACCT  
BANK AND COST CENTER NUMBER



CITY OF KNOXVILLE  
PAYROLL ACCOUNT  
PO BOX 1631  
KNOXVILLE TN 37901-1631

DATE PREPARED 08-03-17  
MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE GROUPED 700  
OFFICER NUMBER FMHWV  
PAGE 5 OF 13

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	4.39
<hr/>		
AVG LEDGER BALANCE		4.39
LESS AVG FLOAT		.00
<hr/>		
AVG COLLECTED BALANCE		4.39
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		4.39
LESS RESERVES 00%		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		4.39
AVAILABLE BALANCE REQUIRED		1,040,485.48
<hr/>		
NET AVAILABLE BALANCE		1,040,481.09-
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		1,040,481.09

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	4.39
<hr/>		
EARNINGS ON AVAILABLE BALANCE		.00
LESS TOTAL SERVICE CHARGES		441.85
<hr/>		
DEFICIT		441.85
<hr/>		
PERIOD TO DATE DEFICIT		441.85
<hr/>		

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.50%

CURRENT MONTH'S MULTIPLE = \$2,354.84

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
DEPOSITORY SERVICES				
CREDITS POSTED-ELECTRONIC	1	.0900	.09	211.93
DEPOSIT ACCOUNT STATEMENTS	1	.0000	.00	0.00
GENERAL ACH SERVICES				
ACH RETURN ITEM	1	3.5000	3.50	8,241.93
ACH MONTHLY MAINTENANCE	1	15.0000	15.00	35,322.58
ACH INPUT-FILE	12	10.0000	120.00	282,580.65
ACH BLOCKS AUTH INSTRUCTIONS	3	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	1	10.0000	10.00	23,548.38
ACH STANDARD REPORTS-FAX	1	3.0000	3.00	7,064.51
ACH ON US CREDITS	75	.0400	3.00	7,064.52
ACH OFF US CREDITS	3,769	.0400	150.76	355,015.48
ACH CREDIT RECEIVED ITEM	1	.1000	.10	235.49
ACH DEBIT RECEIVED ITEM	6	.1000	.60	1,412.90
CONTROLLED DISBURSEMENTS				
CONTROLLED DISB MAINTENANCE	1	30.0000	30.00	70,645.17
CONT DISB CKS PAID-TRUNCATED	100	.0500	5.00	11,774.19

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

CONTROLLED DISBURSEMENT ACCT  
BANK AND COST CENTER NUMBER



DATE PREPARED

08-03-17

MONTH ENDING

07-31-17

MONTHLY SETTLEMENT

07-31-17

SETTLEMENT & ACCOUNT TYPE

GROUPED 700

OFFICER NUMBER

FMHWV

PAGE

6 OF 13

CITY OF KNOXVILLE  
PAYROLL ACCOUNT  
PO BOX 1631  
KNOXVILLE TN 37901-1631

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
CONTROLLED DISBURSEMENTS				
CONT DISB-FUNDING CREDITS	19	.0000	.00	0.00
ACCOUNT RECONCILIATION				
ARP FULL PPAY MAINT PAPER RPT	1	50.0000	50.00	117,741.94
ARP FULL PPAY INPUT PER ITEM	85	.0500	4.25	10,008.06
ARP RECON OUTPUT FILE	1	10.0000	10.00	23,548.39
ARP VOID CANCEL ITEMS	3	.0000	.00	0.00
PAYEE POSITIVE PAY-ISSUE MATCH	85	.0300	2.55	6,004.84
PAYEE POSITIVE PAY MAINT	1	.0000	.00	0.00
IMAGE				
CD ROM MAINTENANCE	1	12.5000	12.50	29,435.49
CD ROM PER IMAGE	100	.0150	1.50	3,532.26
CD ROM DISK	2	10.0000	20.00	47,096.77
TOTAL SERVICE CHARGES			441.85	1,040,485.48

THIS ACCOUNT IS ANALYZED AT THE GROUP LEVEL.  
GROUP NUMBER IS

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

CONTROLLED DISBURSEMENT ACCT  
BANK AND COST CENTER NUMBER



CITY OF KNOXVILLE  
VOUCHER CLEARING ACCOUNT  
ATTN. TREASURER'S OFFICE ROOM 685  
PO BOX 1631  
KNOXVILLE TN 37901-1631

DATE PREPARED 08-03-17  
MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE GROUPED 700  
OFFICER NUMBER FMHWV  
PAGE 7 OF 13

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	.00
<hr/>		
AVG LEDGER BALANCE		.00
LESS AVG FLOAT		.00
<hr/>		
AVG COLLECTED BALANCE		.00
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		.00
LESS RESERVES 00%		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		.00
AVAILABLE BALANCE REQUIRED		767,865.80
<hr/>		
NET AVAILABLE BALANCE		767,865.80-
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		767,865.80

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	.00
EARNINGS ON AVAILABLE BALANCE		.00
LESS TOTAL SERVICE CHARGES		326.08
<hr/>		
DEFICIT		326.08
<hr/>		
PERIOD TO DATE DEFICIT		326.08
<hr/>		

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.50%      CURRENT MONTH'S MULTIPLE = \$2,354.84

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
DEPOSITORY SERVICES				
DEPOSIT ACCOUNT STATEMENTS	1	.0000	.00	0.00
GENERAL ACH SERVICES				
ACH BLOCKS AUTH INSTRUCTIONS	3	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	1	10.0000	10.00	23,548.39
CONTROLLED DISBURSEMENTS				
CONTROLLED DISB MAINTENANCE	1	30.0000	30.00	70,645.17
CONT DISB CKS PAID-TRUNCATED	1,348	.0500	67.40	158,716.12
CONT DISB-FUNDING CREDITS	20	.0000	.00	0.00
ACCOUNT RECONCILIATION				
ARP FULL PPAY MAINT PAPER RPT	1	50.0000	50.00	117,741.93
ARP FULL PPAY INPUT PER ITEM	1,387	.0500	69.35	163,308.07
ARP RECON OUTPUT FILE	1	10.0000	10.00	23,548.38
ARP VOID CANCEL ITEMS	3	.0000	.00	0.00
ARP POSITIVE PAY RETURN-OTHER	1	15.0000	15.00	35,322.58
PAYEE POSITIVE PAY-ISSUE MATCH	1,387	.0300	41.61	97,964.84

BANK OF AMERICA, N.A.  
 P.O. BOX 15284  
 WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

CONTROLLED DISBURSEMENT ACCT [REDACTED] 8  
 BANK AND COST CENTER NUMBER

DATE PREPARED 08-03-17  
 MONTH ENDING 07-31-17  
 MONTHLY SETTLEMENT 07-31-17  
 SETTLEMENT & ACCOUNT TYPE GROUPED 700  
 OFFICER NUMBER PMHWV  
 PAGE 8 OF 13

CITY OF KNOXVILLE  
 VOUCHER CLEARING ACCOUNT  
 ATTN. TREASURER'S OFFICE ROOM 685  
 PO BOX 1631  
 KNOXVILLE TN 37901-1631

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
ACCOUNT RECONCILIATION PAYEE POSITIVE PAY MAINT	1	.0000	.00	0.00
IMAGE				
CD ROM MAINTENANCE	1	12.5000	12.50	29,435.48
CD ROM PER IMAGE	1,348	.0150	20.22	47,614.84
TOTAL SERVICE CHARGES			326.08	767,865.80

THIS ACCOUNT IS ANALYZED AT THE GROUP LEVEL.  
 GROUP NUMBER IS [REDACTED]

BANK OF AMERICA, N.A.  
 P.O. BOX 15284  
 WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

CONTROLLED DISBURSEMENT ACCT  
 BANK AND COST CENTER NUMBER



CITY OF KNOXVILLE  
 KNOXVILLE AREA TRANSIT PAYROLL  
 400 MAIN ST, TREASURY DIV, STE 685  
 KNOXVILLE TN 37902

DATE PREPARED 08-03-17  
 MONTH ENDING 07-31-17  
 MONTHLY SETTLEMENT 07-31-17  
 SETTLEMENT & ACCOUNT TYPE GROUPED 700  
 OFFICER NUMBER FMHWV  
 PAGE 9 OF 13

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	.00
<hr/>		
AVG LEDGER BALANCE		.00
LESS AVG FLOAT		.00
<hr/>		
AVG COLLECTED BALANCE		.00
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		.00
LESS RESERVES 00%		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		.00
AVAILABLE BALANCE REQUIRED		207,131.61
<hr/>		
NET AVAILABLE BALANCE		207,131.61-
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		207,131.61

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	.00
<hr/>		
EARNINGS ON AVAILABLE BALANCE		.00
LESS TOTAL SERVICE CHARGES		87.96
<hr/>		
DEFICIT		87.96
<hr/>		
PERIOD TO DATE DEFICIT		87.96
<hr/>		

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.50%

CURRENT MONTH'S MULTIPLE = \$2,354.84

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
DEPOSITORY SERVICES				
DEBITS POSTED-ELECTRONIC	11	.0900	.99	2,331.29
CREDITS POSTED-ELECTRONIC	1	.0900	.09	211.94
DEPOSIT ACCOUNT STATEMENTS	1	.0000	.00	0.00
GENERAL ACH SERVICES				
ACH BLOCKS AUTH INSTRUCTIONS	17	.0000	.00	0.00
ACH BLOCKS AUTH MAINTENANCE	1	10.0000	10.00	23,548.38
ACH CREDIT RECEIVED ITEM	1	.1000	.10	235.49
ACH DEBIT RECEIVED ITEM	11	.1000	1.10	2,590.32
CONTROLLED DISBURSEMENTS				
CONTROLLED DISB MAINTENANCE	1	30.0000	30.00	70,645.16
CONT DISB CKS PD IMAGE	71	.0500	3.55	8,359.67
CONT DISB-FUNDING CREDITS	17	.0000	.00	0.00
ACCOUNT RECONCILIATION				
ARP PARTIAL MAINT-PAPER RPTS	1	30.0000	30.00	70,645.16
ARP PARTIAL PER PAID ITEM	71	.0300	2.13	5,015.81

ANALYSIS STATEMENT

BANK OF AMERICA, N.A.  
 P.O. BOX 15284  
 WILMINGTON DE 19850

Member FDIC

CONTROLLED DISBURSEMENT ACCT 01 0004 8010 5787  
 BANK AND COST CENTER NUMBER 406 001 0602400

DATE PREPARED 08-03-17

MONTH ENDING 07-31-17  
 MONTHLY SETTLEMENT 07-31-17  
 SETTLEMENT & ACCOUNT TYPE GROUPED 700  
 OFFICER NUMBER FMHWV  
 PAGE 10 OF 13

CITY OF KNOXVILLE  
 KNOXVILLE AREA TRANSIT PAYROLL  
 400 MAIN ST, TREASURY DIV, STE 685  
 KNOXVILLE TN 37902

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
IMAGE				
IMAGE ARCHIVE-90 DAYS	71	.0000	.00	0.00
IMAGE MAINTENANCE CPO	1	10.0000	10.00	23,548.39
TOTAL SERVICE CHARGES			67.96	207,131.61

THIS ACCOUNT IS ANALYZED AT THE GROUP LEVEL.  
 GROUP NUMBER IS 



BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

FULL ANALYSIS BUSINESS CKG  
BANK AND COST CENTER NUMBER



CITY OF KNOXVILLE  
GENERAL CONCENTRATION ACCT.  
PO BOX 1631  
KNOXVILLE TN 37901-1631

DATE PREPARED 08-03-17  
MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE GROUPED 507  
OFFICER NUMBER FMHWV  
PAGE 11 OF 13

BALANCE SUMMARY

AVG POSITIVE LEDGER BALANCE	\$	2,104,752.25
<hr/>		
AVG LEDGER BALANCE		2,104,752.25
LESS AVG FLOAT		429,344.49
<hr/>		
AVG COLLECTED BALANCE		1,675,407.76
AVG NEGATIVE COLL BALANCE		.00
<hr/>		
AVG POSITIVE COLL BALANCE		1,675,407.76
LESS RESERVES 00%		.00
<hr/>		
AVAIL BAL FOR EARNINGS CREDIT		1,675,407.76
AVAILABLE BALANCE REQUIRED		7,234,982.90
<hr/>		
NET AVAILABLE BALANCE		5,559,575.14-
REQ RESERVES ON NET AVAIL BAL		.00
<hr/>		
DEFICIT COLLECTED BALANCE		5,559,575.14

EARNINGS CREDIT SUMMARY

AVAIL BAL FOR EARNINGS CREDIT	\$	1,675,407.76
<hr/>		
EARNINGS ON AVAILABLE BALANCE		711.47
LESS TOTAL SERVICE CHARGES		3,072.39
<hr/>		
DEFICIT		2,360.92
<hr/>		
PERIOD TO DATE DEFICIT		2,360.92

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.50%

CURRENT MONTH'S MULTIPLE = \$2,354.84

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
BALANCE RELATED SERVICES				
DEPOSIT BANK ASSESSMENT	2,104,752		307.50	724,112.91
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	1	.0000	.00	0.00
BANKING CENTER DEPOSIT	21	.1700	3.57	8,406.78
VAULT DEPOSIT	164	.5000	82.00	193,096.77
PAPER DEPOSIT STATEMENT MAILED	1	10.0000	10.00	23,548.39
RETURNS-CHARGEBACK	7	1.0000	7.00	16,483.87
RET ITEM OTHER SPECIAL INST	1	.0000	.00	0.00
CKS DEP UN-ENCODED ITEMS	387	.0300	11.61	27,339.68
DEBITS POSTED-ELECTRONIC	63	.0900	5.67	13,351.94
CREDITS POSTED-ELECTRONIC	327	.0900	29.43	69,302.90
CHECK DEPOSIT-ICL OR RDSO	53	1.0000	53.00	124,806.45
IMAGE DEPOSITED ITEMS-RDSO	2,367	.0600	142.02	334,434.19
COMMERCIAL DEPS-CASH VAULT				
CURR/COIN DEP/\$100-BKG CTR	273	.0900	24.57	57,858.39
CURR/COIN DEP/\$100-VLT	3,705	.1154	442.38	1,041,733.55

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

FULL ANALYSIS BUSINESS CKG  
BANK AND COST CENTER NUMBER



DATE PREPARED 08-03-17

CITY OF KNOXVILLE  
GENERAL CONCENTRATION ACCT.  
PO BOX 1631  
KNOXVILLE TN 37901-1631

MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE GROUPED 507  
OFFICER NUMBER FMHWV  
PAGE 12 OF 13

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
COMMERCIAL DEPS-CASH VAULT				
COIN DEPOSIT-NON STD BAG-VLT	99	4.5000	445.50	1,049,080.65
COIN DEPOSITED-ROLL-VLT	30	.0000	.00	0.00
DEPOSIT CORRECTION-CASH	12	.0000	.00	0.00
COIN DEPOSIT-STD BAG-VLT	3	3.0000	9.00	21,193.55
COIN SUPP ROLL-BKG CTR	4	.1200	.48	1,130.32
CHANGE ORDER BKG CTR	7	2.2000	15.40	36,264.52
DEP CONDITIONING-SURCHG-VAULT	5	10.0000	50.00	117,741.94
CURR SUPP \$100-BKG CTR	18	.0900	1.62	3,814.64
FAX NOTIFICATION DCN-RECEIPT	112	.0000	.00	0.00
GENERAL ACH SERVICES				
ACH RETURN ITEM	4	3.5000	14.00	32,967.74
ACH MONTHLY MAINTENANCE	4	5.0000	20.00	47,096.77
ACH INPUT-ECHANNEL	20	7.0000	140.00	329,677.42
ACH INPUT-FILE	20	10.0000	200.00	470,967.74
ACH ORIGINATED ADDENDA	197	.0100	1.97	4,639.03
ACH STANDARD REPORTS-FAX	1	3.0000	3.00	7,064.52
ACH STANDARD RPTS-ELECTRONIC	3	1.0000	3.00	7,064.52
ACH ON US CREDITS	2	.1538	.31	730.00
ACH OFF US CREDITS	201	.0712	14.31	33,697.74
ACH ON US DEBITS	3	.1000	.30	706.45
ACH OFF US DEBITS	166	.1001	16.62	39,137.42
ACH CREDIT RECEIVED ITEM	299	.1000	29.90	70,409.68
ACH DEBIT RECEIVED ITEM	124	.1000	12.40	29,200.00
WIRE TRANSFER				
CPO GP MTHLY MAINT	1	.0000	.00	0.00
ELEC WIRE OUT-DOMESTIC	5	5.0000	25.00	58,870.96
WIRE OUT-DRAWDOWN RESPONSE	4	12.0000	48.00	113,032.26
INCOMING DOMESTIC WIRE	28	4.0000	112.00	263,741.93
CPO GP CUST MNT TEMP STORAGE	28	.0000	.00	0.00
INFORMATION SERVICES				
CPO ARP POSITIVE PAY NOTIF	57	.0000	.00	0.00
CPO ONLINE SUBSCRIPTION	1	.0000	.00	0.00
CPO IR MAINTENANCE	1	.0000	.00	0.00
CPO PDR ACCOUNT	4	7.9200	31.68	74,601.29
CPO PDR ITEM STORED	3,074	.0569	174.91	411,884.83
CPO CDR ACCOUNT	4	7.9200	31.68	74,601.29
CPO CDR ITEM STORED	3,251	.0373	121.26	285,547.75
CPO RESEARCH ITEM	4	.0000	.00	0.00
REMOTE DEPOSIT SERVICES				
REMOTE DEP-ACCOUNT MAINTENANCE	1	25.0000	25.00	58,870.97
REMOTE DEP CK IMAGE PROCESSING	2,367	.1500	355.05	836,085.49
RDSOL-ITEM STORAGE	129,107	.0000	.00	0.00
HIGH VOLUME SCANNER MAINT	1	25.0000	25.00	58,870.96
MED VOLUME SCANNER MAINT	1	15.0000	15.00	35,322.58

BANK OF AMERICA, N.A.  
P.O. BOX 15284  
WILMINGTON DE 19850

ANALYSIS STATEMENT

Member FDIC

FULL ANALYSIS BUSINESS CKG [REDACTED]  
BANK AND COST CENTER NUMBER [REDACTED]

CITY OF KNOXVILLE  
GENERAL CONCENTRATION ACCT.  
PO BOX 1631  
KNOXVILLE TN 37901-1631

DATE PREPARED 08-03-17  
MONTH ENDING 07-31-17  
MONTHLY SETTLEMENT 07-31-17  
SETTLEMENT & ACCOUNT TYPE GROUPED 507  
OFFICER NUMBER FMHWV  
PAGE 13 OF 13

SERVICE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
IMAGE				
IMAGE ARCHIVE-90 DAYS	250	.0000	.00	0.00
IMAGE MAINTENANCE CPO	1	10.0000	10.00	23,548.38
IMAGE RETRIEVAL CPO	5	.2500	1.25	2,943.54
TOTAL SERVICE CHARGES			3,072.39	7,234,982.90

THIS ACCOUNT IS ANALYZED AT THE GROUP LEVEL.  
GROUP NUMBER IS 406 0001 1380 7440.

PLEASE CONTACT YOUR BANK REPRESENTATIVE IF YOUR DEPOSIT ACCOUNT WITH US CONTAINS THE PROCEEDS OF MUNICIPAL SECURITIES OR MUNICIPAL ESCROW INVESTMENTS, AS DEFINED IN THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT. OTHERWISE, WE WILL ASSUME THAT YOUR DEPOSIT ACCOUNT CONTAINS NO SUCH PROCEEDS.